

**IT IS THE VENDOR'S RESPONSIBILITY TO  
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS  
SPECIFICATION NO. 05-110**

The City of Lincoln intends to enter into contract and invites you to submit a sealed bid for:

**ANNUAL REQUIREMENTS  
CLEANING SERVICES FOR STAR-TRAN  
OFFICE AND SHOP FACILITIES**

**MEETING OR EXCEEDING THE CITY OF LINCOLN SPECIFICATIONS**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, May 4<sup>th</sup>, 2005** in the office of the Purchasing Agent, Suite 200, AK® Street Complex SW Wing, located at 440 South 8th Street, Lincoln, Nebraska 68508. **PROSPECTIVE BIDDERS MUST MONITOR THE BID LISTING FOR ANY ADDENDUMS.** Bids may be downloaded from the City's website at [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Keyword: **bid.**

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or email bids are not acceptable.**

**SPECIFICATIONS for  
CLEANING SERVICES FOR THE  
STAR-TRAN OFFICE AND SHOP FACILITIES  
SPEC 05-110**

**GENERAL INFORMATION**

**1. SCOPE OF THE PROJECT**

- 1.1 Star Tran here, in after referred to as the City; desires bids from interested firms, here in after referred to as contractor(s), to provide cleaning services for the Star Tran Office building and shop.
- 1.1 The cleaning service shall include all labor, materials, machines, appliances and equipment necessary to provide and perform to the satisfaction of the **Shop Supervisor.**
- 1.2 Preference for award will be given to the Contractors whose bid substantially meet all of the required specifications, duties, terms and conditions as defined in this request.
- 1.3 The first sixty (60) days of the contract period shall be a probationary period.

**2. SITE VISIT**

- 2.1 A site visit should be arranged by all interested bidders by contacting the Star Tran Office located at: 710 A<sup>th</sup> Street, Lincoln.
  - 2.1.1 To arrange the site inspection contact:  
*Glenn Knust* at 441-8317
- 2.1 All interested contractors must visit the site to insure their proposal response is inclusive of all work to be performed.
- 2.2 No subsequent financial adjustments will be authorized due to failure of the contractor to include work detailed in the specifications or conditions present at the site.

**3. CONTRACTOR INSURANCE/BOND REQUIREMENTS:** The successful contractor shall furnish to the City certificate(s) of insurance in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all City Contracts" within fourteen (14) days.

- 3.1 Coverage shall remain in effect for the duration of the agreement, and the insuring company must agree to add the City of Lincoln as an additional insured, and notify them with 30 days written notice of cancellation, non-renewal, or material change in coverage.
- 3.2 Also within that time period the successful bidder must:
  - 3.2.1 Furnish contract performance bond in a sum equal to two (2) monthly charges

**4. NO USE OF TOBACCO PRODUCTS:** The City does not allow smoking or the use of any tobacco products within its facilities and on any property surrounding its facilities.

- 4.1 This ban applies to contractors and sub-contractors and their employees.

5. **NO ALCOHOLIC BEVERAGES/ILLCIT DRUGS:** The use or possession of alcoholic beverages or illicit drugs will not be permitted on the City's property.
  - 5.1 Any contract employee who reports for work showing evidence of an impaired condition shall not be permitted to remain on the premises.
    - 5.1.1 The Contractor is completely responsible for monitoring his/her employees and will be held responsible for proper handling of suspected incidents of improper use of alcohol or drugs.
6. **QUALIFICATIONS OF THE BIDDER:** The City may investigate as deemed necessary to determine the ability of the bidder to perform the required work, and the bidder shall furnish to the City all such information and data for this purpose.
  - 6.1 The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy that the bidder is qualified to carry out the obligations of the contract and to complete the work specified herein.
  - 6.2 The City may require a verbal interview with one, some or all of the interested bidders.
  - 6.3 No bidder will be considered who is not at the present time actively engaged in the performance of Contract Cleaning Services and who cannot clearly demonstrate to the satisfaction of the City his/her ability to satisfactorily perform the work in accordance with the requirements of this specification.
  - 6.4 Bidder shall provide at least three references for other customers or firms who have similar needs to the City.
    - 6.4.1 References will be checked as well as any City/County Department/Agency currently using the Bidder's services.
    - 6.4.2 Information regarding the satisfaction of existing and past customers will be a consideration in the award of this project.
7. **TERMINATION of CONTRACT**
  - 7.1 During Probationary period:
    - 7.1.1 The City reserves the right to terminate the contract at any time during the probationary period without cause, upon ten (10) days written notice.
  - 7.2 For lack of appropriations:
    - 7.2.1 The City may terminate the contract as of August 31<sup>st</sup> of any fiscal year, should funds not be appropriated for the continuance of the contract into the following fiscal year.
    - 7.2.2 The City will give the contractor fifteen (15) days written notice of termination for lack of appropriated funds.
  - 7.3 For cause:
    - 7.3.1 The City may terminate the Contract with a thirty (30) day written notice if the Contractor:
    - 7.3.2 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete Cleaning Services as requested.
    - 7.3.3 Fails to make payments to Suppliers or Subcontractors for materials and/or labor in accordance with the respective agreements between the Contractor and Subcontractors.
    - 7.3.4 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Contract.

- 7.3.5 If the Contractor's or Subcontractor's employees commit a breach of facility security rules.
- 7.3.6 Otherwise commits a substantial breach of any provision of the Contract Document.
- 7.3.7 If the Janitorial services are found not to be in compliance with the terms and conditions of the Specification Document and accepted proposal, the City Agent shall notify the contractor of the complaint and non-compliance.
- 7.3.8 The contractor shall be give twenty-four (24) hours to correct the cause of the complaint.
- 7.3.9 If the city registers three(3) such complaints of non-compliance within any thirty (30) calendar day period, the city may cancel the contract for cause.

- 8. **PROVIDED BY THE CITY:** Materials provided by the City shall include: all restroom dispensers (paper, toilet tissue, etc.); all consumable paper products; entrance mats and runners; and waste paper baskets and plastic liners. A reasonable supply of: lighting, power, gas, and water for use in the cleaning of the facility.
- 9. **PROVIDED BY THE CONTRACTOR:** All cleaning supplies (including: soaps, waxes, disinfectants, etc.), equipment (machines, buckets, mops, etc.), supplies (chemicals, applicators, rags, etc.) and labor to provide complete cleaning services as outlined in these specifications.
- 10. **COMMUNICATION AND SUPERVISION:** The contractor shall assign as supervisor or person of authority to coordinate all work performed for the City.
  - 10.1 Contractor's supervisor shall conduct a daily inspection of the premises to insure compliance with the required work.
  - 10.2 Contractor's supervisor shall confer at least once a month with the City's representative to insure that the work requested has been performed to the City's satisfaction.
    - 10.2.1 Cities Representative is Glenn Knust and he can be reached at 441-8317.
  - 10.3 The work outlined in these specifications shall not begin prior to 4:00 p.m. Monday through Friday except for holidays (will be provided to the successful contractor (10 total days), and shall be completed prior to 7:00 a.m. Monday through Friday.
  - 10.4 The City shall issue keys to the facility to the successful contractor. The contractor must be bonded and shall be held strictly responsible for the keys issued.
    - 10.4.1 No keys shall be duplicated.
    - 10.4.2 In the event any key used by the contractor is lost, the contractor shall be responsible for the re-keying of the facility as directed by the City.
    - 10.4.3 The contractor shall be held solely responsible for the security of the facility while on the premises and is also responsible for leaving the facility secure after performance of the cleaning service.

**11. APPROXIMATE SPACE:** We estimate the square footage of cleaning space to be as follows:

11.1 In General 9357 square feet of floor space As follows: approx.

11.1.1 Carpeted Surfaces

Reception	361 sq feet
Hallways & Corridors	621 sq feet
General Offices	1,557 sq feet
Office #1	234 sq feet
Office #2	234 sq feet
Office #3	234 sq feet
Office #4	378 sq feet
Conference Room	336 sq feet
Wellness Room	336 sq feet
Meeting Room	1,260 sq feet
H/V Dispatch Office	192 sq feet
Dispatch Office	<u>244 sq feet</u>

Total Carpeted Surfaces approx. 6,108 sq feet

11.1.2 Tiled Surfaces

Stairway with two (2) landings	24 sq feet
Driver ready Room	264 sq feet
Elevator	25 sq feet
Driver Lounge	327 sq feet
Maintenance Lounge	286 sq feet
First Floor Main Entrance & inner foyers incl. elev. area	195 sq feet
First Floor Restroom	20 sq feet
Restroom-General Office	25 sq feet
Hallway	198 sq feet
Men-s Restroom Dispatch	165 sq feet
Women-s Restroom Dispatch	165 sq feet
Women-s Locker Room	231 sq feet
Men-s Locker Room	1,294 sq feet
Maintenance Supt Office	106 sq feet
Parts Room Isles	<u>1,030 sq feet</u>

Total Tiled Surfaces 4,745 sq feet

**12. INDEPENDENT CONTRACTOR:** It is understood by submission of this offer, the Bidder is an independent contractor and not an employee of the City for all purposes, including: wages, taxes, withholdings, benefits, employees relations, etc.

- 13. INDEPENDENT PRICE DETERMINATION:** By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.
- 14. INDEMNIFICATION:** The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 14.1** In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14. shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## CLEANING SPECIFICATIONS AND STANDARDS - WORKSHEET

	DESCRIPTION OF TASK AND EXPECTED FREQUENCY BID AMT:	ANNUAL OFFICE	ANNUAL SHOP	TOTAL
1.	<p>PLUMBING FIXTURES AND DISPENSER CLEANING: Shall be free of all deposits and stains so that the item is left without cleaning streaks, film, odor, or stains.</p> <p>AREA INVOLVED: All restrooms, toilets, sinks, showers and drinking fountains</p> <p>FREQUENCY: Daily</p>	\$_____	\$_____	\$_____
2.	<p>SWEEPING: Properly swept floor is free of dirt, dust, grit, lint, and debris, except imbedded dirt and grit. Corner and edges shall also be clean.</p> <p>AREA INVOLVED: All hard surface floors including entry ways</p> <p>FREQUENCY: Daily</p>	\$_____	\$_____	\$_____
3.	<p>TRASH REMOVAL: All waste receptacles shall be emptied and the contents shall be disposed of in the proper designated container provided by the City. All used trash liners are to be replaced as needed.</p> <p>AREA INVOLVED: All waste receptacles including those located in the backroom, patio, front door and cigarette receptacles</p> <p>FREQUENCY: Daily</p>	\$_____	\$_____	\$_____
4.	<p>VACUUM: Properly vacuumed floor is free of all dirt, dust, grit, lint and debris. Corners and edges shall also be cleaned.</p> <p>AREA INVOLVED: All carpeted surfaces and provided entrance mats</p> <p>FREQUENCY: Daily</p>	\$_____	\$_____	\$_____
5.	<p>METAL CLEANING: All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is to be removed from adjacent surfaces.</p> <p>AREA INVOLVED: All restroom and sink fixtures</p> <p>FREQUENCY: Daily</p>	\$_____	\$_____	\$_____
6.	<p>SPOT CLEANING: A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.</p> <p>AREA INVOLVED: Any soiled area</p> <p>FREQUENCY: As needed</p>	\$_____	\$_____	\$_____
7.	<p>ENTRY WINDOW CLEANING: Glass surface shall be free of finger prints, film, streaks, and tape with a uniformly clear appearance.</p> <p>AREA INVOLVED: All glass and mirrors</p> <p>FREQUENCY: Daily</p>	\$_____	\$_____	\$_____
8.	<p>DUSTING: A properly dusted surface is free of all dirt and dust streaks, lint, and cobwebs.</p> <p>AREA INVOLVED: All horizontal surfaces including all <b>horizontal blinds</b></p> <p>FREQUENCY: Weekly</p>	\$_____	\$_____	\$_____

	DESCRIPTION OF TASK AND EXPECTED FREQUENCY BID AMT:	ANNUAL OFFICE	ANNUAL SHOP	TOTAL
9.	DAMP MOPPING: A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks, debris, or standing water. AREA INVOLVED: All hard surface floors, including entry ways FREQUENCY: Daily	\$_____	\$_____	\$_____
10	SCRUBBING: Scrubbing is satisfactorily performed when all surfaces are with out imbedded dirt, cleaning solution, film, debris, stains, marks, standing water, and floor has uniformly clean appearance AREA INVOLVED: All hard surface floors FREQUENCY <b>OFFICE</b> - At least once a month, more if conditions require <b>SHOP</b> - At least <u>twice</u> a month, more if conditions require	\$_____	\$_____	\$_____
11	BUFFING OR FINISHED FLOOR SURFACES: All finished floors will be buffed for maximum gloss, removal of surface dirt, and a uniform appearance. AREA INVOLVED: All finished hard surface floors FREQUENCY: At least monthly, more frequently if conditions warrant	\$_____	\$_____	\$_____
12	CARPET CLEANING: <b>OFFICE ONLY:</b> Periodic cleaning of carpets, shall be accomplished by steam cleaning or other methods in use. AREA INVOLVED: All carpet floor surfaces FREQUENCY: At least twice annually, spot cleaning as necessary	\$_____	\$_____	\$_____
13	LIGHT FIXTURE/VENT CLEANING: Fixtures/vents shall be washed free of dirt and dust streaks, lint and cobwebs. AREA INVOLVED: All light fixtures and ceiling vents FREQUENCY: At least once annually	\$_____	\$_____	\$_____
14	VACUUM/CLEANING OF BLINDS: Blinds shall be vacuumed free of dust and dirt streaks, lint and cobwebs. Spot clean any fabric blinds as necessary. AREA INVOLVED: All vertical blinds FREQUENCY: At least once annually	\$_____	\$_____	\$_____
15	FLOOR FINISH REMOVAL: Finish removal is accomplished when surfaces have all finish removed to the flooring material, are free of dirt, stains, deposits, debris, cleaning solution, standing water and floor has uniform appearance when dry. Plain water rinse and pickup must follow finish removal immediately. AREA INVOLVED: All appropriate hard surface floors FREQUENCY: At least once every five (5) years, more frequently if conditions warrant NOTE: Assess condition at time of site visit to indicate necessity of this service.	\$_____	\$_____	\$_____



	DESCRIPTION OF TASK AND EXPECTED FREQUENCY BID AMT:	ANNUAL OFFICE	ANNUAL SHOP	TOTAL
16	<p>FLOOR FINISHING: Undertaken by powered machines. Finishing and sealing includes: 1) proper cleaning &amp; preparation of surface including removal of residue/ previous washings, 2) proper rinsing of floors to remove all soap residue, 3) application of a minimum of three coats of floor finish on scrubbed floor and five coats on stripped floors.</p> <p>AREA INVOLVED: All appropriate hard surface floors</p> <p>FREQUENCY: At least once every five (5) years, more frequently if conditions warrant</p> <p>NOTE: Floors must be finished in accordance with manufacturers recommended standards using a UL listed slip resistant floor finish. Assess condition at site visit.</p>	\$____	\$_____	\$_____
17	<p>EXTERIOR WINDOW CLEANING: All exterior windows to be cleaned inside and out.</p> <p>AREA INVOLVED: All glass surfaces and windows.</p> <p>FREQUENCY: Twice annually, once in the fall and spring</p>	\$_____	\$_____	\$_____
18	<p>INTERIOR WINDOW CLEANING: All interior windows into offices interior office doors w/windows</p> <p>AREA INVOLVED: All interior windows into offices plus all interior doors with windows</p> <p>FREQUENCY: Once a week</p>	\$_____	\$_____	\$_____
19	<p>BATHROOM TILE: Wiping down the tile in the bathrooms</p> <p>AREA INVOLVED: All bathrooms</p> <p>FREQUENCY: As needed</p>	\$_____	\$_____	\$_____
20	<p>WASHING WALLS: Spot cleaning all painted walls as necessary</p> <p>AREA INVOLVED: Hallways, offices and bathrooms</p> <p>FREQUENCY: As needed</p>	\$_____	\$_____	\$_____
	<b>SERVICES WORKSHEET TOTALS:</b>	<b>\$_____</b>	<b>\$_____</b>	<b>\$_____</b>

**GRAND TOTAL FOR ALL ANNUAL SERVICES LISTED: \$\_\_\_\_\_**

# BID PROPOSAL SPECIFICATION #05-110

## ANNUAL REQUIREMENTS CLEANING SERVICE FOR OFFICES & SHOP AT STAR-TRAN

BIDS DUE: 12:00 NOON  
DATE: Wednesday, May 4, 2005

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_ through \_\_\_\_ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of The City of Lincoln for the above listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, materials and equipment in strict accordance with the specifications as prepared by the City for the consideration of the amount set forth in the following price schedule:

1. Contractor's price proposal to provide cleaning services as specified for the period beginning:

**Annual Bid (June 1, 2005 through May 31, 2006)**

TOTAL ANNUAL LUMP SUM OFFER: \$ \_\_\_\_\_

CONTRACTOR TO BE PAID MONTHLY  
IN TWELVE EQUAL INSTALLMENTS OF: \$ \_\_\_\_\_ /mo.

NOTE: total of these monthly installments times 12 should equal the ALump Sum Offer listed above.

2. List three commercial references below:

2.1 Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Approx. Annual Contract Value: \$ \_\_\_\_\_ # of sq. ft. cleaned: \_\_\_\_\_

How long have you had this account/customer: \_\_\_\_\_.

2.2 Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Approx. Annual Contract Value: \$ \_\_\_\_\_ # of sq.  
ft. cleaned:

How long have you had this account/customer: \_\_\_\_\_

2.3 Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Approx. Annual Contract Value: \$ \_\_\_\_\_ # of sq. ft. cleaned:

How long have you had this account/customer: \_\_\_\_\_

2.4 List any contracts (either past or present) you have held with the City or County:

\_\_\_\_\_

3. COMPANY BACKGROUND:

3.1 How long has your firm been performing commercial cleaning services?

3.2 How many full time employees does your firm have (working at least 36 hours/week)?

3.3 How many part time employees does your firm have?

3.4 Detail your arrival and departure schedule from our facility (indicating an estimate of daily, weekly and (if appropriate) any annual hours?

3.5 Detail your process for resolution of complaints or customer concerns?

4. The City intends to enter into a contract agreement with the successful bidder for a One (1) year period with the option to renew for two (2) additional One (1) year periods. All pricing must remain firm for the first full twelve month period of the contract.

Do you agree? ☐ YES ☐ NO,

4.1 After the first 12 month period, prices may be adjusted only once annually based on current inflation and actual expenses generated from the service. The City must receive a 90 day notice, in writing of any increase in price.

Do you agree? ☐ YES ☐ NO,

5. The City is also interested in an option to renew for one (1) additional three (3) year period (offer to renew will be mutually determined at the conclusion of the initial contract). All terms and conditions of the renewal period will be identical to the original contract period, unless mutually agreed upon via standard contract addendum process.

Will you consider the renewal offer, if extended by the City? ☐ YES ☐ NO

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 05-003**

---

**COMPANY NAME**

---

**BY (Signature)**

---

**STREET ADDRESS or P.O. BOX**

---

**(Print Name)**

---

**CITY, STATE      ZIP CODE**

---

**(Title)**

---

**TELEPHONE No.      FAX No.**

---

**(Date)**

---

**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

---

**ESTIMATED DELIVERY DAYS**

---

**E-MAIL ADDRESS**

---

**TERMS OF PAYMENT**

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: Bid

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

### **4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

### **5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

## **7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

## **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **9. ANTI-LOBBYING PROVISION**

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **10. BRAND NAMES**

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

## **11. DEMONSTRATIONS/SAMPLES**

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

## **12. DELIVERY**

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **13. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 13.1.1 Manufacturer's warranties and/or guarantees.
  - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
  - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

#### **14. ACCEPTANCE OF MATERIAL**

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **15. BID EVALUATION AND AWARD**

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

#### **16. INDEMNIFICATION**

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **17. TERMS OF PAYMENT**

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **18. LAWS**

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

#### **19. AFFIRMATIVE ACTION**

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

#### **20. LIVING WAGE**

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.



# **SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS**

## **CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION**

### **1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

### **2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

### **3. BID PRICES**

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
  4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

### **4. CONTRACT AWARD NOTIFICATION**

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

### **5. QUARTERLY REPORT**

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department.

# INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

## 1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

## 2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
<b>Worker's Comp.</b>			
	State	Statutory	
	Applicable Federal	Statutory	
<b>Employer's Liability</b>			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

**C. Commercial General Liability Insurance.**

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

**D. Vehicle liability insurance coverage.**

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

**E. Railroad Protective Liability.** If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**  
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

### 3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
    - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
    - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
  - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
  - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

**4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.**

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

**5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.**

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

**6. PROPERTY INSURANCE/ BUILDER'S RISK.**

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.